

ESTTA Tracking number: **ESTTA632472**

Filing date: **10/13/2014**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding.	91217754
Applicant	Plaintiff Storeplan USA Corporation
Other Party	Defendant Sammy S. Son
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	No

Motion for Suspension in View of Civil Proceeding With Consent

The parties are engaged in a civil action which may have a bearing on this proceeding. Accordingly, Storeplan USA Corporation hereby requests suspension of this proceeding pending a final determination of the civil action. Trademark Rule 2.117.

Storeplan USA Corporation has secured the express consent of all other parties to this proceeding for the suspension and resetting of dates requested herein.

Storeplan USA Corporation has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,
/Sungjin Ji/
Sungjin Ji
sungjin.ji@gmail.com
mseror@buchalter.com
10/13/2014

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD

STOREPLAN USA CORPORATION, a
California Corporation,

Opposer,

vs.

SAMMY S. SON, an Individual.

Applicant.

Opposition No. 91217754
Serial No.: 86141864

STIPULATED REQUEST TO SUSPEND PROCEEDING

USPTO Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Dear Sir/Madam:

Opposer, Storeplan USA Corporation ("Opposer"), by and through its counsel, Mr. Sungjin Ji, Esq., has agreed with Applicant, Sammy M. Son, by and through his counsel Mr. Matthew Seror, Esq., with the Trademark Trial and Appeal Board's approval, to suspend the matters before the Trademark Trial and Appeal Board pursuant to Trademark Rule § 2.117(a), pending civil litigation matters directly related to this Trademark filing.

Opposer has initiated action against Applicant in the California Superior Court for the County of Los Angeles, captioned as *Storeplan USA Corporation v. Son, et al.* and assigned case no. BC551887 (the "Civil Action"). In the Civil Action, Opposer has asserted claims for breach of fiduciary duty and common law trademark infringement and unfair competition, among

others. A true and correct copy of the complaint filed in the Civil Action is attached hereto as Exhibit "1."

Therefore, parties respectfully request that the Board suspend these proceedings pending determination of the Civil Action.

Respectfully submitted,

Date 10-10-2014

By Ji. Sung Jin
Sungjin Ji, Esq.,
LAW OFFICES OF SUNGJIN JI
6301 Beach Blvd. Suite 202
Buena Park, CA 90621
Telephone: (714) 739-1500
Email: sungjin.ji@gmail.com
Attorney for Opposer
Storeplan USA Corporation,
a California Corporation

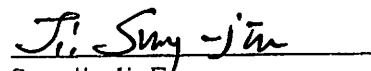
Date 10-10-2014

By Matthew Sfor
Matthew Sfor, Esq.

CERTIFICATE OF ELECTRONIC FILING

I hereby certify that the attached STIPULATED REQUEST TO SUSPEND
PROCEEDING was filed electronically with the Trademark Trial and Appeal Board on

10-13-2014


Sungjin Ji, Esq.

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 6301 Beach Boulevard, Suite 202, Buena Park, CA 90621.

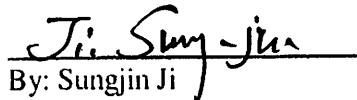
On 10-13-2014 I served the foregoing document described as STIPULATED REQUEST TO SUSPEND PROCEEDING on the interested parties in this action:

Matthew Seror, Esq.
BUCHALTER NEMER
1000 Wilshire Blvd Ste 1500
Los Angeles, CA 90017
Attorneys for Applicant Sammy S. Son

- (X) By placing ___ the original _X_ a true copy thereof enclosed in sealed envelope(s), with postage fully prepaid in the United States Mail, at Buena Park, California, addressed as set forth in the attached service list.
- () By personal service, I caused each envelope to be delivered by hand/special messenger, as addressed above.
- () By overnight courier, I caused the above-referenced document(s) to be delivered to an overnight courier service for delivery to the above addressee(s).
- () By facsimile machine, I caused the above-referenced document(s) to be transmitted to the named person(s) at the fax number(s) listed.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It was deposited with the U.S. Postal Service on that same day in the ordinary course of business, with postage thereon fully prepaid at Buena Park, California. I am aware that on motion of the party, service is presumed invalid if postal cancellation date of postage meter date is more than one day after day of deposit for mailing in affidavit. Executed on 10-13-2014 at Buena Park, California.

- (X) (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


By: Sungjin Ji

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD

STOREPLAN USA CORPORATION, a
California Corporation,

Opposer.

vs.

SAMMY S. SON, an Individual.

Applicant.

Opposition No. 91217754
Serial No.: 86142210

STIPULATED REQUEST TO SUSPEND PROCEEDING

USPTO Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Dear Sir/Madam:

Opposer, Storeplan USA Corporation ("Opposer"), by and through its counsel, Mr. Sungjin Ji, Esq., has agreed with Applicant, Sammy M. Son, by and through his counsel Mr. Matthew Seror, Esq., with the Trademark Trial and Appeal Board's approval, to suspend the matters before the Trademark Trial and Appeal Board pursuant to Trademark Rule § 2.117(a), pending civil litigation matters directly related to this Trademark filing.

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others. A true and correct copy of the complaint filed in the Civil Action is attached hereto as Exhibit "1."

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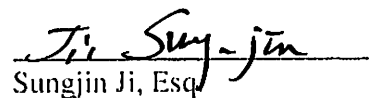
By Ji Sung-jin
Sungjin Ji, Esq.,
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Email: sungjin.ji@gmail.com
Attorney for Opposer
Storeplan USA Corporation,
a California Corporation

Date 10-10-2014

By Matthew Seror
Matthew Seror, Esq.

CERTIFICATE OF ELECTRONIC FILING

I hereby certify that the attached STIPULATED REQUEST TO SUSPEND
PROCEEDING was filed electronically with the Trademark Trial and Appeal Board on
10-13-2014


Sungjin Ji, Esq

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 6301 Beach Boulevard, Suite 202, Buena Park, CA 90621.

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Matthew Seror, Esq.
BUCHALTER NEMER
1000 Wilshire Blvd Ste 1500
Los Angeles, CA 90017
Attorneys for Applicant Sammy S. Son

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- () By personal service, I caused each envelope to be delivered by hand/special messenger, as addressed above.
- () By overnight courier, I caused the above-referenced document(s) to be delivered to an overnight courier service for delivery to the above addressee(s).
- () By facsimile machine, I caused the above-referenced document(s) to be transmitted to the named person(s) at the fax number(s) listed.

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- (X) (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


By: Sungjin Ji

1 Sungjin Ji (SBN: 265774)
2 LAW OFFICES OF SUNGJIN JI
3 6301 Beach Boulevard, Suite 202
4 Buena Park, CA 90621
5 Telephone: (714) 739-1500
6 Facsimile: (213) 385-5920

7 Attorney for Plaintiff,
8 Storeplan USA Corporation

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

AUG 04 2014

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE**
12

13 STOREPLAN USA CORPORATION, a
14 California Corporation,

15 Plaintiff,

16 v.

17 SAMMY M. SON, an Individual; ST. BLUE
18 BRIDGERS CORPORATION, a California
19 Corporation, DOES 1-50, Inclusive,

20 Defendants.

CASE NO.: BC551887

[Assigned for all purposes to Honorable Judge
Mark Mooney, Dept.68]

FIRST AMENDED COMPLAINT FOR:

1. BREACH OF FIDUCIARY DUTY
2. EMBEZZLEMENT
3. LARCENY
4. FRAUD
5. COMMON LAW TRADEMARK
INFRINGEMENT AND UNFAIR
COMPETITION [15 U.S.C. §1125(A)]

Unlimited Civil
Jury Trial Demanded

BY FAX

Action Filed:
Trial Date:

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NATURE OF THE CASE

1. This dispute involves the management and operation of Plaintiff Storeplan USA Corporation located in the City of Los Angeles, in the County of Los Angeles. The agreements were created in the County of Los Angeles, and the acts of the parties occurred in the County of Los Angeles.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to California Constitution article VI, section 5, and personal jurisdiction over Defendants in accordance with code of Civil Procedure section 410.10 on the grounds that a substantial portion of the actions and events giving rise to this action occurred in Los Angeles, California.

3. Venue is proper before this court where (1) all or most of the Defendants are residents of Los Angeles County, California and (2) a substantial part of the actions giving rise to the claims alleged herein occurred in Los Angeles, California.

THE PARTIES

4. Plaintiff Storeplan USA Corporation ("Plaintiff" or "Storeplan USA") was a California Corporation doing business in the County of Los Angeles that has thereby been dissolved by the inappropriate conduct of Defendant Sammy M. Son.

5. Defendant Sammy M. Son ("Defendant" or "Son") is an individual who, based on information and belief, resides in the County of Los Angeles, California. Based on information and belief, Defendant Son originally assisted in incorporating Storeplan USA and originally assisted in the management of Storeplan USA inappropriately as a member of the Board of Directors.

1 6. Defendant St. Blue Bridgers Corporation, is a California Corporation ("St. Blue Bridgers")
2 doing business in the County of Los Angeles. Defendant Son is the agent of service of process for
3 St. Blue Bridgers, as well as the Chief Executive Officer, Secretary, Chief Financial Officer, and
4 Sole Director of St. Blue Bridgers.

5 7. The true names and capacities, whether individual, corporate, associate, or otherwise of
6 defendants named herein as Does 1 through 50, are unknown to Plaintiff at this time. Plaintiff will
7 amend this Complaint to show the true names and capacities of these defendants when the same
8 have been ascertained. Plaintiff is informed and believes that each fictitiously named defendant is
9 responsible in law and in fact for the obligations alleged herein.
10

11 8. Joint and Several Liability: Each of the Defendants are interrelated and, at all times
12 relevant herein, have acted with a common purpose. At all times relevant herein, the Defendants
13 acted together, by and through Defendant Sammy M. Son. Accordingly, the Defendants are jointly
14 and severally liable for Plaintiff's damages claimed herein.
15

16 **FACTUAL BACKGROUND**

17 **INCORPORATION**

18 9. Storeplan, Co. Ltd. ("Storeplan Korea") is a Korean business that operates roughly fifty
19 (50) franchise restaurant locations throughout South Korea. Early of 2013, it was Storeplan
20 Korea's intention to expand into the United States.

21 10. Storeplan Korea, acting through a third-party individual, who purported to act as the CEO
22 of Storeplan Korea, hired and requested Defendant Son in establishing Storeplan USA, a
23 corporation within the State of California.
24

25 11. Storeplan Korea provided the capital contribution of roughly \$300,000.00 (\$50,000
26 provided on March 10, 2014; \$50,000 provided on July 31, 2013; \$50,000 provided on October
27

1 16, 103; \$50,000 provided on October 31, 2013; \$50,000 provided on January 10, 2014) in funds
2 and roughly \$37,434.52 worth of equipment on roughly December 12, 2013 to operate Plaintiff
3 Storeplan USA in California.

4 12. Plaintiff Storeplan USA was incorporated and established on July 19, 2013, where Plaintiff
5 operated at two (2) locations: 1) 2814 Sepulveda Blvd. #C Torrance CA, 90505; and 2) 3801 W.
6 6th St., Los Angeles, CA 90020.

7
8 13. Without the consent of Storeplan Korea, Defendant Son as incorporator appointed himself
9 as the agent for service of process for Plaintiff Storeplan USA.

10 14. Moreover, Defendant Son elected himself as holding the positions of Chief Executive
11 Officer, Secretary, Chief Financial Officer, and sole Director of Plaintiff Storeplan USA through a
12 meeting of directors, where Defendant Son appointed himself as sole director and was the chair of
13 the meeting and secretary on or about August 1, 2013. Through such meeting, Defendant Son
14 adopted Plaintiff's bylaws.

15 **TRADEMARK**

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17 15. On or about December 16, 2013, without Storeplan Korea's knowledge or consent,
18 Defendant Son, under the applicant as Plaintiff Storeplan (USA), filed for two (2) trademark
19 registrations with the United States Patent and Trademark Office ("USPTO") for: (1) the word
20 "Okrumong" (SN: 86142210); and (2) the mark associated with "Okrumong" (SN: 86141864).

21 16. Both the word and mark has been widely used by Storeplan Korea and was to be used in
22 the United States solely through Plaintiff Storeplan USA.

23
24 17. However, on or about April 11, 2014, Defendant Son filed two (2) assignments regarding
25 both trademarks where Plaintiff Storeplan USA assigned the ownership rights to both trademark
26 applications to Defendant Son individually.

1 18. On or about January 17, 2014, Defendant Son, on behalf of registered owner Plaintiff
2 Storeplan USA Corporation, filed for the use of the fictitious business name "Okrumong
3 Torrance".

4 19. Plaintiff is informed and believes that Defendants presently continue to use the term and
5 Korean mark "Okrumong" within the Torrance, California area, and Los Angeles, California area,
6 without the consent of Plaintiff Storeplan USA Corporation, and have attempted to seek investors
7 to further establish "Okrumong".
8

9 **ALIENATION OF PLAINTIFF'S ASSETS**

10 20. On or about June 2014, Plaintiff is informed and believes that without the shareholders
11 agreement or consent, Defendant Son transferred the assets and liabilities of Plaintiff Storeplan
12 USA to a third-party, St. Blue Bridgers, a non-bona fide purchaser, where all authorization and
13 transfer agreements are either nonexistent or fabricated by Defendant Son. Such transfer carries a
14 high risk of disposal by Defendants.
15

16 21. Assets owned by Plaintiff Storeplan USA include custom equipment created and imported
17 from Korea needed for Plaintiff to continue business.

18 22. In addition, Defendant Son through Plaintiff Storeplan USA obtained an unnecessary loan
19 on behalf of Plaintiff Storeplan USA from St. Blue Bridgers in the amount of \$50,000 for
20 unknown reasons where Plaintiff Storeplan USA had a net worth of over \$100,000. Plaintiff is left
21 unknown on the reasoning and business purpose for the \$50,000 loan.
22

23 23. Plaintiff is informed and believes that Defendant Son is the agent of service for St. Blue
24 Bridgers. Furthermore, Plaintiff has discovered through the Secretary of State that Defendant Son
25 has filed on May 23, 2011 and May 17, 2013, Statements of Information expressing Defendant
26 Son as the Chief Executive Officer, Secretary, Chief Financial Officer, and Sole Director of
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1 Defendant St. Blue Bridgers. Hence, the transfer of assets and obtaining a loan was done under
2 Defendant Son's self-interest.

3 24. Moreover, Plaintiff is informed and believes that numerous funds provided by Storeplan
4 Korea to Plaintiff Storeplan USA was converted by Defendant Son. For example, Defenant Son
5 used corporate funds for the use of a luxury automobile utilized by a third-party.

6 **TERMINATION OF DEFENDANT SON'S SERVICES**

7
8 25. Upon knowledge of Defendant Son's conduct, on or about June 30, 2014, Storeplan Korea,
9 as the sole and majority shareholder of Plaintiff Storeplan USA and acting under Plaintiff
10 Storeplan USA's bylaws and through a shareholders resolution, fired Defendant Son from all
11 positions held at Plaintiff Storeplan USA, where Ms. Kyung Ran Kim has taken all vacant
12 positions.

13 26. Upon demand after termination, Defendant Son has refused to return to Plaintiff Storeplan
14 USA all corporate documents including accounting statements, contractual obligations, asset
15 disposition statements, etc.

16 **DISSOLUTION OF PLAINTIFF STOREPLAN USA**

17
18 27. Without the consent of Plaintiff's shareholders, Defendant Son originally threatened to
19 dissolve Plaintiff Storeplan USA.

20 28. On or about July 8, 2014, Plaintiff Storeplan USA discovered through the California
21 Secretary of States's website that Defendant Son had in fact dissolved Plaintiff Storeplan USA,
22 where the Secretary of State's filing indicates that such filing was submitted on July 02, 2014.

23 29. Under such filing, under the penalty of perjury, Defendant Son created false testimony as
24 to the: 1) description of assets being distributed where bank accounts were still open under
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1 Plaintiff's name and Defendant Son's signatory authority; and 2) stated falsely that the election to
2 dissolve was made by the vote of all outstanding shares.

3 **TRADEMARK INFRINGEMENT**

4 30. On or about January 17, 2014, Plaintiff as the registered owner, by and through Defendant
5 Son had filed for the use of a fictitious business name within Los Angeles County for the use of
6 the name "Okrumong Torrance".

7 31. Plaintiff has searched for subsequent filing regarding the fictitious business name and any
8 possible assignment, where none was located indicating that the name "Okrumong Torrance" is
9 still rightfully under Plaintiff's ownership.

10 32. However, Plaintiff is informed and believes that Defendants are continually using such
11 name at the Torrance and Los Angeles locations.

12 33. Furthermore, through the South Korean company Mos Consulting, Defendants, by and
13 through their agents Mr. Chan Ho Byun and Mr. Chang Joo Park attempted to conduct a seminar
14 on or about July 26th, 2014, under immigration franchise opportunities where without the
15 permission of Storeplan Korea or Plaintiff, represented to the public that they were working for
16 Storeplan Korea and using Plaintiff's trademark to establish franchises within the United States
17 and attempting to gain investment sums in the amount of \$300,000.00 per investor.

18 34. Storeplan Korea never permitted Mos Consulting to conduct such seminar and utilized
19 South Korea's police authority to cease such fraudulent seminar. Plaintiff is informed and believes
20 that the funds from such seminar would be provided to Defendants to continue using Plaintiffs
21 trademarks and business equipment within the United States.

22 ///

23 ///

1 **USURPATION OF PLAINTIFF'S DOMAIN NAME**

2 35. Lastly, Plaintiff originally acquired the domain name "storeplanusa.com", where
3 Defendant Son changed the user id, password, and administrative email address disallowing
4 Plaintiff access to Plaintiff's website. Plaintiff is informed and believes that either Defendant is
5 attempting to extract sums from Plaintiff for the websites usage, or is simply keeping the site for
6 himself for his own continued benefit through misusing Plaintiff's trademarks.

7
8 36. As a result, Plaintiff Storeplan USA suffered and continues to suffer economic damages.
9 Such damages include, but are not limited to: the usurpation of the term and mark for "Okrumong"
10 originally used by Storeplan Korea and to be owned by Plaintiff Storeplan USA; the transfer of
11 assets and liabilities to St. Blue Bridgers without the consent of Plaintiff's shareholders; obtaining
12 a loan from St. Blue Bridgers without the consent of Plaintiff's shareholders; dissolution of
13 Plaintiff Storeplan USA; and refusal to relinquish all corporate documents belonging to Plaintiff
14 Storeplan USA.

15 **PROCEDURAL HISTORY**

16
17 37. Plaintiff filed its original complaint on July 16, 2014 with four (4) causes of action for: 1)
18 Breach of Fiduciary Duty; 2) Embezzlement; 3) Conversion; and 4) Fraud. Defendants were
19 served on July 24, 2014.

20 38. Given Defendants' continued conduct of attempting to continue to do business
21 intentionally misrepresenting themselves as Plaintiff or Storeplan Korea in order to raise
22 investment capital, Plaintiff has amended the original complaint to include infringement of
23 common law trademark where Plaintiff is informed and believes that Defendants are continually
24 using the name "Storeplan" among the use of trademark name and mark "Okrumong" creating
25 continued damages.
26

FIRST CAUSE OF ACTION

**(BREACH OF FIDUCIARY DUTY)
(As Against Defendant Sammy M. Son)**

39. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 38 above as though fully set forth and re-alleged herein.

40. Defendant Son was originally hired by Plaintiff Korea on behalf of Storeplan USA regarding the incorporation and management of Plaintiff Storeplan USA, where Defendant held a position within Plaintiff's Board of Directors establishing a fiduciary duty with Plaintiff Storeplan USA.

41. By nature of the relationship between Plaintiff Storeplan USA and Defendant Son, Plaintiff placed confidence in the fidelity and integrity of Defendant Son in trusting Defendant with highly confidential proprietary information, and trusting Defendant Son to properly manage Plaintiff Storeplan USA, where a confidential relationship existed at all times herein mentioned between Plaintiff and Defendant Son where a fiduciary duty was owed by Defendant Son.

42. Despite having voluntarily accepted the trust and confidence of Plaintiff in regard to corporate documents and intellectual property, Defendant Son abused the trust and confidence of Plaintiff regarding management of Plaintiff Storeplan USA and Plaintiff's intellectual property.

43. Defendant Son breached his fiduciary duty when Defendant Son attempted to assign trademark rights to both the term and mark for "Okrumong" to himself Defendant Son for his own benefit, where such rights belong to Plaintiff Storeplan USA.

44. Furthermore, Defendant Son breached his fiduciary duty when Defendant Son transferred all assets and liabilities to his company St. Blue Bridgers without the consent of Plaintiff's

1 shareholders, where Defendant Son by and through Plaintiff Storeplan USA obtained a \$50,000
2 loan for an unknown reason.

3 45. Defendant Son is the Chief Executive Officer, Secretary, Chief Financial Officer, and Sole
4 Director of St. Blue Bridgers, where any such transaction was done for the sole self-interest of
5 Defendant Son to the detriment of Plaintiff.

6 46. Moreover, Defendant Son breached his fiduciary duty when Defendant Son used funds
7 belonging to Plaintiff for personal use, including using the funds for the use of a luxury
8 automobile and providing funds to a separate company belonging to third-parties.
9

10 47. Lastly, Defendant Son breached his fiduciary duty where he filed for the dissolution of
11 Plaintiff Storeplan USA, and continued his use of Plaintiff's trademark.

12 48. As a result of Defendant Son's breach of fiduciary duty, Plaintiff has and continues to
13 suffer damages, the specific amount to be determined at trial, together with prejudgment interest
14 thereon.

15 49. Defendants' acts were oppressive and malicious, subjecting Plaintiff to cruel and unjust
16 hardship in a conscious disregard of the rights and safety of Plaintiff, thereby entitling Plaintiff to
17 an award of punitive damages.
18

19 50. WHEREFORE, Plaintiff prays for relief as set forth below.

20 **SECOND CAUSE OF ACTION**

21 **(EMBEZZLEMENT)**

22 **(As Against Defendant Sammy M. Son and Defendant St. Blue Bridgers)**

23 51. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through
24 50 above as though fully set forth and re-alleged herein.
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1 52. Under agreement with Storeplan Korea, Defendant Son was to establish and maintain
2 Plaintiff Storeplan USA where Storeplan Korea entrusted Defendant Son with roughly
3 \$300,000.00 to establish Plaintiff Storeplan USA and roughly \$37,434.52 worth of equipment.

4 53. On or about July 19, 2013, Plaintiff Storeplan USA was incorporated in California, where
5 without Storeplan Korea's consent where Storeplan Korea is the sole and majority shareholder of
6 Plaintiff, Defendant Son established himself as the agent for service of process and as holding
7 positions of CEO, Secretary, CFO, and sole director within Plaintiff's company.
8

9 54. Therefore, acting as an agent, Defendant Son was entrusted with numerous funds properly
10 belonging to Plaintiff Storeplan USA, which was kept under the possession and control of
11 Defendant Son.

12 55. Defendant Son intentionally converted funds properly belonging to Plaintiff Storeplan
13 USA for the non-business purchase of a BMW as well as providing numerous funds to another
14 company belonging to Mr. Chan Ho Byun.
15

16 56. Furthermore, Defendant Son proceeded to transfer all assets and liabilities properly
17 belonging to Plaintiff to Defendant Son's company St. Blue Bridgers, a non bona fide purchaser,
18 where Plaintiff had a net worth of over \$100,000 but obtained a loan from St. Blue Bridgers for an
19 undisclosed reason in an amount of \$50,000.

20 57. As a result of Defendant Son's embezzlement, Plaintiff has and continues to suffer
21 damages, the specific amount to be determined at trial, together with prejudgment interest thereon.
22

23 58. Defendants' acts were oppressive and malicious, subjecting Plaintiff to cruel and unjust
24 hardship in a conscious disregard of the rights and safety of Plaintiff, thereby entitling Plaintiff to
25 an award of punitive damages.

26 59. WHEREFORE, Plaintiff prays for relief as set forth below.
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THIRD CAUSE OF ACTION

(LARCENY)

(As Against Defendant Sammy M. Son and Defendant St. Blue Bridgers)

60. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 59 above as though fully set forth and re-alleged herein.

61. Plaintiff Storeplan USA owned and possessed numerous custom business equipment, corporate documents, and utilized the term and mark "Okrumong" for its products, which was widely used through Storeplan Korea. Furthermore, Plaintiff also used the term "Storeplan" as a fictitious business name.

62. Defendant Son intentionally and substantially interfered with Plaintiff Storeplan USA's property by disposing and refusing to return Plaintiff's numerous business equipment and corporate documents after Plaintiff demanded the return for such items.

63. Moreover, Defendant Son intentionally and substantially interfered with Plaintiff Storeplan USA's business equipment where without Storeplan's consent, Defendant Son transferred through a mock purchase and sale of all of Plaintiff's assets and liabilities to Defendant St. Blue Bridgers, a company where Defendant Son is the Sole Director where Defendant Son transferred all ownership interest in Plaintiff's assets to himself individually.

64. Therefore, Defendants intentional conduct was to permanently deprive Plaintiff of business equipment and corporate documents properly belonging to Plaintiff.

65. Defendant Son intentionally and substantially interfered with Plaintiff Storeplan's intellectual property rights to the term and mark "Okrumong" by attempting to make an assignment of such rights to himself, Defendant Son.

1 66. Plaintiff Storeplan USA did not consent in allowing the transfer of all assets and liabilities
2 to Defendant St. Blue Bridgers, allowing Defendant Son to hold Plaintiff's corporate documents,
3 nor to allow an assignment of Plaintiff's intellectual property rights regarding the term and mark
4 "Okrumong".

5 67. Plaintiff Storeplan USA and Storeplan Korea did not consent to the use of the trademark
6 "Okrumong" for Defendants to gather investors for United States franchises.

7 68. Lastly, Defendant Son failed to provide Plaintiff's website information where Defendant
8 Son kept such information for his own misuse.

9 69. Plaintiff Storeplan USA was harmed and suffers damages including the loss of business
10 equipment and corporate assets where the risk of disposal is high. Moreover, Plaintiff suffers the
11 loss of intellectual property rights properly belonging to Plaintiff Storeplan USA.

12 70. As a result of Defendants Larceny, Plaintiff has and continues to suffer damages, the
13 specific amount to be determined at trial, together with prejudgment interest thereon.

14 71. Defendants' acts were oppressive and malicious, subjecting Plaintiff to cruel and unjust
15 hardship in a conscious disregard of the rights and safety of Plaintiff, thereby entitling Plaintiff to
16 an award of punitive damages.

17 72. WHEREFORE, Plaintiff prays for relief as set forth below.

18
19
20 **FOURTH CAUSE OF ACTION**

21 **(FRAUD)**

22 **(As Against Defendant Sammy M. Son)**

23 73. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through
24 72 above as though fully set forth and re-alleged herein.

1 74. By nature of the relationship between Plaintiff Storeplan USA and Defendant Son, Plaintiff
2 placed confidence in the fidelity and integrity of Defendant Son in trusting Defendant with highly
3 confidential proprietary information, and trusting Defendant Son to properly manage Plaintiff
4 Storeplan USA, where a confidential relationship existed at all times herein mentioned between
5 Plaintiff and Defendant Son.

6 75. By accepting such a position Defendant Son was representing himself to conduct
7 Plaintiff's business in Plaintiff's best interest, void of any self-interest on behalf of Defendant Son.
8

9 76. Defendant Son deceived Plaintiff by initially applying for trademark registration of the
10 term and mark "Okrumong" under Plaintiff's name, where thereafter, Defendant Son secretly filed
11 for an assignment of the trademarks to himself individually.

12 77. Defendant Son deceived Plaintiff by transferring all of Plaintiff's assets and liabilities to
13 Defendant Son's third party company, Defendant St. Blue Bridgers, where all such transfer
14 agreements are either nonexistent or fabricated. Such assets include custom equipment developed
15 in Korea for Plaintiff's business purposes. Furthermore, Defendant Son purported to obtain a loan
16 on behalf of Plaintiff from Defendant St. Blue Bridgers, for an unknown purpose.
17

18 78. Defendant Son deceived Plaintiff where under the trust relationship created between
19 Defendant Son and Plaintiff, Defendant Son sought to harm plaintiff by filing a certificate of
20 dissolution with the California Secretary of State without adequate shareholder approval.

21 79. Defendants have thereafter attempted to collect investment funds amounting to
22 \$300,000.00 per investor, through the use of Plaintiff's and Storeplan Korea's trademarks where
23 neither were given consent.
24

25 80. With intent, Defendant Son sought to harm Plaintiff by acquiring as much personal gain
26 from Defendant Son's involvement with Plaintiff.
27

1 81. Plaintiff Storeplan USA was harmed and suffers damages including the loss of business
2 equipment and corporate assets where the risk of disposal is high. Moreover, Plaintiff suffers the
3 loss of intellectual property rights properly belonging to Plaintiff Storeplan USA and the inability
4 to continue business.

5 82. As a result of Defendant's Fraud, Plaintiff has and continues to suffer damages, the
6 specific amount to be determined at trial, together with prejudgment interest thereon.

7 83. Defendant Son's acts were oppressive and malicious, subjecting Plaintiff to cruel and
8 unjust hardship in a conscious disregard of the rights and safety of Plaintiff, thereby entitling
9 Plaintiff to an award of punitive damages.
10

11 84. WHEREFORE, Plaintiff prays for relief as set forth below.

12 **FIFTH CAUSE OF ACTION**

13 **(COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION [15**
14 **U.S.C. §1125(A)])**
15 **(As Against Defendant Sammy M. Son and Defendant St. Blue Bridgers Corporation)**

16 85. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through
17 84 above as though fully set forth and re-alleged herein.

18 86. Plaintiff has used the term and Korean mark "Okrumong" for its products within the
19 Southern California prior to Defendants own use.

20 87. Moreover, the term and Korean mark "Okrumong" has been widely used throughout South
21 Korea through Storeplan Korea, which is associated with Plaintiff's California corporation.

22 88. Furthermore, Plaintiff has filed for fictitious business name for the use of "Okrumong
23 Torrance" where Defendants have continued to personally use the name at their locations within
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1 Torrance and Los Angeles and have attempted to acquire investors under such name without an
2 assignment for the fictitious business name or the consent of Plaintiff and Storeplan Korea.

3 89. Therefore, Plaintiff has established prior use of the term and mark "Okrumong".

4 90. Defendants hired MOS Consulting in South Korea to assist in locating investors for
5 "Okrumong" where Defendants misrepresented to potential investors that Defendants were raising
6 money for Storeplan Korea.

7 91. MOS Consulting were to conduct a seminar on July 26, 2014, where Storeplan Korea
8 utilized police authority to cease such seminar where Defendants, by and through their agents,
9 were attempting to collect investment sums by misrepresenting their connection to Plaintiff and
10 Storeplan Korea to the public.

11 92. Furthermore, Defendants continually use the term and Korean mark "Okrumong" for their
12 Los Angeles and Torrance locations within California.

13 93. Defendants' use of the term "Okrumong", to promote, market or sell its products or
14 services in direct competition with Plaintiff's products and services constitutes Unfair
15 Competition. Defendants' use of "Okrumong" is likely to cause confusion, mistake, and deception
16 among consumers. Defendants' unfair competition has caused and will continue to cause damage
17 to Plaintiff, and is causing irreparable harm to Plaintiff for which there is no adequate remedy at
18 law.

19 94. As a result of Defendants' infringement, Plaintiff has and continues to suffer damages, the
20 specific amount to be determined at trial, together with prejudgment interest thereon.

21 95. Defendants' acts were oppressive and malicious, subjecting Plaintiff to cruel and unjust
22 hardship in a conscious disregard of the rights and safety of Plaintiff, thereby entitling Plaintiff to
23 an award of punitive damages.
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1 96. WHEREFORE, Plaintiff prays for relief as set forth below.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff Storeplan USA prays for judgment against Defendants, and each
4 of them jointly and severally, as follows:

5 **FOR ALL CAUSES OF ACTION**

- 6 1. For General Damages in an amount to be determined at trial;
7 2. For Special Damages in an amount to be determined at trial;
8 3. For Punitive Damages in an amount to be determined at trial;
9 4. Reasonable attorney's fees;
10 5. Costs of suit;
11 6. Prejudgment interest; and
12 7. Such other relief that the Court deems just and proper.

13
14 Dated: August 3, 2014

LAW OFFICES OF SUNGJIN JI

15
16 By: J. Sungjin
17 Sungjin Ji, Esq.
18 Attorney for Plaintiff Storeplan USA
19 Corporation, a California Corporation
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